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UNITED STATES BANKRUPTCY COURT

FOR THE DISTRICT OF NEVADA

In re:

BESO, LLC,

Debtor.

Case No.: BK-S-11-10202-MKN
 Chapter 11

Date: September 26, 2011
 Time: 1:30 p.m.

OPPOSITION TO: (i) DEBTOR'S MOTION FOR ORDER (1) AUTHORIZING A PRIVATE SALE OF SUBSTANTIALLY ALL OF THE DEBTOR'S ASSETS FREE AND CLEAR OF ANY AND ALL LIENS, CLAIMS, ENCUMBRANCES, AND OTHER INTERESTS; AND (2) APPROVING THE ASSET PURCHASE AGREEMENT IN CONNECTION THEREWITH; AND (3) GRANTING RELATED RELIEF; AND (ii) JOINDER IN THE NACHUM'S OPPOSITION TO THE DEBTOR'S SALES MOTION

Anthony Vicidomine ("Vicidomine"), a minority member of Debtor and its third largest creditor,¹ by and through his counsel, the law firm of Gordon Silver, hereby respectfully submits his opposition (the "Opposition and Joinder")² to Beso, LLC's ("Debtor") *Motion for Order (1) Authorizing a Private Sale of Substantially All of the Debtor's Assets Free and Clear of Any and all Liens, Claims, Encumbrances, and Other Interests; and (2) Approving the Asset Purchase Agreement in Connection Therewith; and (3) Granting Related Relief* (the "Sales Motion") [ECF No. 204] and joinder in Mali Nachum and Ronen Nachum's *Opposition to Motion For an Order Authorizing and Approving the: (I) Sale of Substantially All of the Debtor's Assets Free and*

¹ Mr. Vicidomine holds an allowed unsecured claim in the amount of \$651,239. Debtor's unsecured claims exceed \$4.8 Million in the aggregate. See ECF No. 1, at p. 18 of 47.

² Debtor provided Vicidomine with an extension of September 15, 2011, at noon, to file an opposition to the Sales Motion.

1 *Clear of All Claims, Liens, Interest and Encumbrances, (II) Approving the Asset Purchase*
 2 *Agreement in Connection Therewith and (III) Granting Related Relief* (the “Nachum
 3 Opposition”) [ECF No. 229].

4 Through this Opposition and Joinder, Vicodmine hereby expressly joins the Nachum
 5 Opposition. In the interest of brevity, Vicodmine additionally incorporates herein by this
 6 reference his objections raised in his *Opposition to Debtor’s Emergency Motion for Approval of*
 7 *Management Agreement Nunc Pro Tunc; Request for Interim Relief re Financing* [ECF No. 182]
 8 (the “Mgmt. Opposition”)³ and the supporting *Declaration of Anthony Vicodmine in Support of*
 9 *the Opposition to Debtor’s Emergency Motion for Approval of Management Agreement Nunc*
 10 *Pro Tunc; Request for Interim Relief re Financing* [ECF No. 183] (the “Vicodmine Mgmt.
 11 Declaration”), specifically including, but not limited to his objection that approval of the
 12 contemplated sale is not warranted under Section 363 as the contemplated sale is an
 13 impermissible *sub rosa* plan. Further, the contemplated sale, allegedly necessitated by Braden’s⁴
 14 failed management of Beso Steakhouse and Eve, is premised on egregious self-dealing that
 15 provides a windfall to Longoria and Lowrance to the detriment of Debtor’s remaining members
 16 and general unsecured creditors. Additionally, Debtor has failed to file with the Court the
 17 ordered “bi-weekly reports of the funds advanced, if any, by CHLN, Inc. under the terms of the
 18 Management Agreement,”⁵ thereby failing to disclose the actual purchase price of the
 19 contemplated sale to CHLN, LLC and impeding parties-in-interest from submitting meaningful
 20 counter-proposals. Finally, were the Court to determine that a sale outside of a plan of
 21 reorganization were proper under the facts of this case, an open auction must be conducted at
 22 which other parties-in-interest are provided an opportunity to bid, and at which the Court
 23 determines the highest and best offer.

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 25
 26 ³ All undefined, capitalized terms shall have the meanings ascribed to them in the Mgmt. Opposition.

27 ⁴ Braden’s refusal to make himself available in Nevada for deposition in conjunction with the contested sales
 proceeding further necessitates the denial of the Sales Motion.

28 ⁵ ECF No. 200, at p. 2.

1 WHEREFORE, Vicidomine respectfully requests that the Sales Motion be denied in its
2 entirety. Alternatively, Vicidomine requests that the Court conduct an auction to consider higher
3 and better offers and to select the highest and best offer presented. Vicidomine additionally
4 seeks such further and other relief as the Court deems just and proper.

5 DATED this 15th day of September, 2011.

6 GORDON SILVER

7
8 By: 

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